



County of San Bernardino

F A S

## STANDARD CONTRACT

### FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number	
M	<input type="checkbox"/>	Change					
X	<input type="checkbox"/>	Cancel			SC	A	
County Department			Dept.		Orgn.	Contractor's License No.	
LAND USE SERVICES DEPARTMENT							
County Department Contract Representative			Ph. Ext.		Amount of Contract		
NANCY SANSONETTI			74163		\$ 100,000.00		
Fund AAA	Dept. PLN	Organization PLN	Appr. 200	Obj/Rev Source 2445	Activity	GRC/PROJ/JOB Number	
Commodity Code			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount I/D
Project Name							
PUBLIC LANDS CONSULTANT			FY 99/00	\$ 100,000.00			
			FY	\$			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

GERALD E. HILLIER, OWNER AND PRINCIPAL, dba PUBLIC LAND  
USERS SERVICES

hereinafter called "Contractor"

Address

PO Box 480

SAN BERNARDINO, CA 92402-0480

Phone

(909) 683-5725

Birth Date

12/10/36

Federal ID No. or Social Security No.

570-46-5935

### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

Contract is to provide professional planning, environmental and legislative services regarding public lands. The terms of the contract are attached hereto and include the Consultant's detailed work proposal. If the scope of services listed in the Consultant's proposal differ from the contract requirements, the contract requirements will prevail.

### COUNTY OF SAN BERNARDINO



Jon D. Mikels, Chairman, Board of Supervisors

(State if corporation, company, etc.)

Dated

By

(Authorized Signature – sign in blue ink)

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN  
OF THE BOARD.

Name

GERALD E. HILLIER

Dated

Clerk of the Board of Supervisors of the County of San  
Bernardino.

Title

OWNER AND PRINCIPAL

Address

PO BOX 480

By

SAN BERNARDINO, CA 92402-0480

Deputy

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing



County Counsel, by Kevin L. Norris, Deputy



Agency Administrator/CAO

Date

Date

Date

**The Consultant and the County agree as follows:**

- 1. Consultant will perform professional services upon terms and for the payments as described herein.**
- 2. Consultant shall be an independent Contractor and not an employee, nor shall any of its employees or agents or subcontractors be an employee of San Bernardino County.**
- 3. Except as provided herein, the consultant, its employees, agents and subcontractors shall not accept any other employment which in any way pertains to the subject of the scope of this contract, until all work under the terms of this contract is completed or terminated.**
- 4. As total consideration for performing all the duties of this document, for all costs, expenses and obligations incurred by Consultant, County shall pay Consultant a sum not to exceed \$100,000.00. The project cost is itemized in Attachment 3 hereto, which is incorporated herein and made part of this contract. This sum is to be paid as follows: Payments shall be due and payable within 30 days by the County subject to the receipt of an acceptable invoice from the Contractor. Invoices shall be submitted no more than monthly, and include the date, contract number, invoice number, project name, Contractor's name and address, Contractor's employees and/or subcontractor's names, each employee's and/or subcontractor's hours worked, hourly charge, and any other authorized charges per this contract.**
- 5. Term. Subject to Paragraph 7, this contract shall remain in full force and effect until June 30, 2000. The County retains the option to extend the term of the contract for the same amount for the fiscal year of 2000/2001.**
- 6. Time is of the essence in completion of the duties of this document.**
- 7. At its option, the County may terminate the contract at any time by written notice to the Consultant, whether or not Consultant is in default. Upon such termination, Consultant shall deliver to County all documents, drafts, reports, materials and work of any nature pertaining to this document and in the possession of Consultant or under its control. In such event, Consultant shall be paid for the work performed under the contract to date of termination and for termination costs. Payment for work completed under contract to date of termination shall be made strictly on the basis of the percent of work completed under the terms of this document. The percent of work completed to date of termination shall be the percent of the total contract sum which will be paid to Consultant. The Planning Officer shall determine the percent of work completed to date of termination. The Planning Officer shall determine the amount of termination costs to**

be paid. The total sum paid to Consultant in the event of contract termination cannot exceed the total of the contract as set forth in Paragraph Four (4). In the event of termination, the County may complete the necessary work with its own staff or contract with another party to do the same, in any event using any and all materials existing at such time. The Land Use Services Director, or authorized designee, shall have the power to exercise the County's right of termination under this paragraph.

8. All memoranda, reports, drafts, communications or invoices to be sent to County under the contract shall be sent to:

**DIRECTOR, LAND USE SERVICES DEPARTMENT  
385 N. ARROWHEAD AVENUE, FIRST FLOOR  
SAN BERNARDINO, CA 92415-0182**

9. The contract described herein is not assignable.
10. **Indemnification** - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
11. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation:** A program of Worker's Compensation Insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- **Comprehensive General and Automobile Liability Insurance:** This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000 ).

**Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional

named insureds with respect to liabilities arising out of the performance of services hereunder.

**Waiver of Subrogation Rights** - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

**Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements above, required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

**Insurance Review** -The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the county. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonable related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

12. For purposes of the contract, San Bernardino County shall be considered the Contract Administrator. There must be a written authorization from the County for any variance from the terms of this contract.

13. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach, or of such provision. Failure of the Consultant or the County to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
14. The invalidity in whole or in part of any provisions of this contract shall not void or affect the validity of any other provision.
15. This contract shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions and preliminary understanding. This contract may be amended as the County and Consultant mutually agree in writing. Any such amendment must be signed and approved by authorized representatives of the Consultant and the County and approved by the Board of Supervisors of the County.

The parties each acknowledge that this contract has been entered into and is to be performed in the County of San Bernardino, State of California. Venue for any lawsuit pertaining to this contract shall be consolidated Superior/Municipal Courts of California, County of San Bernardino, Central District.

16. Consultant shall comply with the laws, programs and regulations listed in Attachment 1 hereto, which is incorporated herein and made part of this contract.
17. The scope of services provided shall be in conformance with Attachment 2 hereto, which is incorporated herein and made part of this contract.
18. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.** CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Section 110.0101 et seq.) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b). Contractor hereby certifies that it has submitted to the County a completed Principal

**Owner Information (POI Form) and Child Support Compliance Program Certification (CSCP Certification).**

**TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.** Failure of CONTRACTOR to maintain compliance with the requirements set forth in the preceding paragraph shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under law or under any other provision of this contract, failure to cure such default within 90 days of notice by the San Bernardino County district Attorney shall be grounds upon which the County Board of supervisors may terminate this contract.

19. Contractor shall comply with the County's recycled product purchasing standards policy which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever practical.

## **Attachment 1**

### **APPLICABLE LAWS, PROGRAMS, AND REGULATIONS**

**Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) which are listed following this paragraph. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Consultant warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs and regulations prior to commencing performance of the contract. Copies of said laws, programs and regulations are available upon request from the San Bernardino County Contract Compliance Officer, 825 E. Third Street, San Bernardino, California, 92415. To the extent applicable, the provisions of said laws, programs and regulations are deemed to be a part of this contract as if fully set forth herein.**

- 1. San Bernardino County Affirmative Action Compliance Program (current completed copy of Contract Compliance Qualifying Report must be on file with County).**
- 2. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub.L.92-540, Title V, Sec. 503(a), Pub.L.93-508, Title IV, Sec. 402. [38 USCA 2011-2013].**
- 3. Rehabilitation Act of 1973, as amended (Handicapped) Pub.L.93-112 as amended. [29 USCA 701-794]**
- 4. California Fair Employment Practice Act. Labor Code Secs. 1410 et seq.**
- 5. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000h-6) and Executive Order No. 11246, September 24, 1965, as amended.**

**In addition, during the performance of this contract, the contractor agrees as follows:**

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.**

**(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.**

**(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.**

**(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.**

**(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.**

**(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No., 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.**

**(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.**

**The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**

**In addition to the above, Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 to the San Bernardino County Contract Compliance Office.**

## **Attachment 2**

### **SCOPE OF SERVICES**

**Professional planning, environmental and legislative services include, but are not limited to, the following:**

- 1. Represent the County of San Bernardino in the monitoring and analyzing proposals in several bio-region planning efforts in the County, including:**
  - a. The Northern and Eastern Mojave Plan, including the Mojave Preserve General Management Plan;**
  - b. The Western Mojave Plan, including the Ft. Irwin proposed base expansion;**
  - c. The Northern and Eastern Colorado Plan, including the area south of I-40 and east of 29-Palms Marine Base.**
- 2. Represent the County before a number of formal and informal agencies concerned with public lands including the:**
  - a. Bureau of Land Management Advisory Council;**
  - b. National Park Service Advisory Commission associated with the Mojave National Preserve;**
  - c. Joshua Tree Commission;**
  - d. Death Valley National Park Commission; and**
  - e. Mojave Desert Mining Advisory Council.**
- 3. Represent the County and provide legislative services on issues of importance to the County of San Bernardino, including Endangered Species Act reform, Mining Law reform, corrections to the California Desert Protection Act, and potential amendments to National Park and Wilderness boundaries.**

### **Attachment 3**

#### **COST OF SERVICES**

**Cost factors making up the bid proposal include the following:**

<b>Owner and Principal, Gerald E. Hillier:</b>	<b>\$115.00 per hour</b>
<b>Administrative Assistant, Gail Egenes:</b>	<b>26.00 per hour</b>
<b>Associate subcontractors:</b>	<b>90.00 per hour</b>

**All other costs and expenses, such as travel, long distance telephone, film processing, etc., will be invoiced at actual expense.**

**Motor vehicle mileage will be charged at \$0.52 per mile (use of 4WD vehicle is required for some aspects of field work and contact relative to conducting contracted activity).**

**No charges or expenses are included for base phone and telecommunications charges, postage or general office overhead or for insurance and other costs of doing business associated with the firm.**